

APPENDIX APPLICATION FORMS

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**State of California - The Resources Agency
DEPARTMENT OF PARKS AND RECREATION
Off-Highway Motor Vehicle Recreation Division
(OHV Form A)**

**APPLICATION FOR STATE OFF-HIGHWAY MOTOR VEHICLE RECREATION (OHMVR)
GRANTS AND COOPERATIVE AGREEMENTS PROGRAM**

(State's Use Only) PROJECT NUMBER: OR - _____

Application Year: _____

1. Applicant: _____

Address: _____

2. City:	County:	State:	Zip:
3. California State Senate District:	California State Assembly District:	United States Congressional District:	

4. GRANT OR PROJECT AGREEMENT TYPE(S): (Select one or more)

<input type="checkbox"/> Acquisition	<input type="checkbox"/> Facilities Operation and Maintenance (FO&M)	<input type="checkbox"/> Restoration
<input type="checkbox"/> Conservation	<input type="checkbox"/> Law Enforcement	<input type="checkbox"/> Scientific Research
<input type="checkbox"/> Development	<input type="checkbox"/> OHV Safety and/or Education Program	<input type="checkbox"/> Trail Maintenance
<input type="checkbox"/> Equipment	<input type="checkbox"/> Planning	

GRAND TOTAL AMOUNT REQUESTED
(For all Project Types)
Note: Minimum of \$5,000 for each project type

\$ _____
(Rounded to the nearest \$1,000)

5. APPLICANT'S AUTHORIZED REPRESENTATIVE AND CONTACT PERSON(S):

Authorized Representative:	Project Administrator:
Title:	Title:
Telephone:	Telephone:
Fax:	Fax:
E-mail:	E-mail:

6. AUTHORIZING SIGNATURE

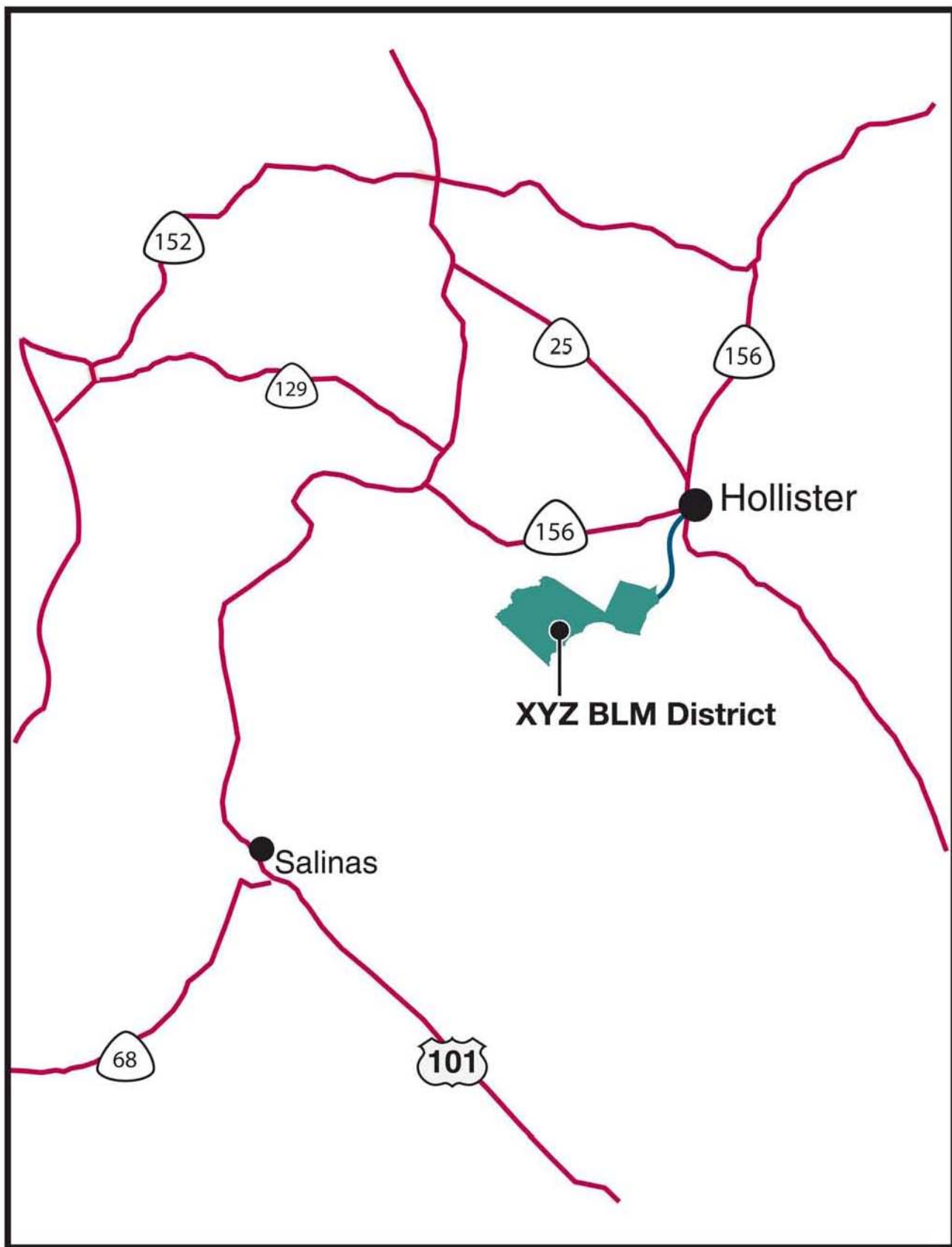
Under penalty of perjury, I certify that all statements made in this application are complete and accurate to the best of my knowledge and that the project(s) proposed in this application is/are consistent with applicable planning documents. I am the authorized to obligate the applicant to the contractual terms of this application. I authorize representatives of the Off-Highway Motor Vehicle Recreation Division to verify the accuracy of the information contained in this application as needed.

SIGNATURE	DATE
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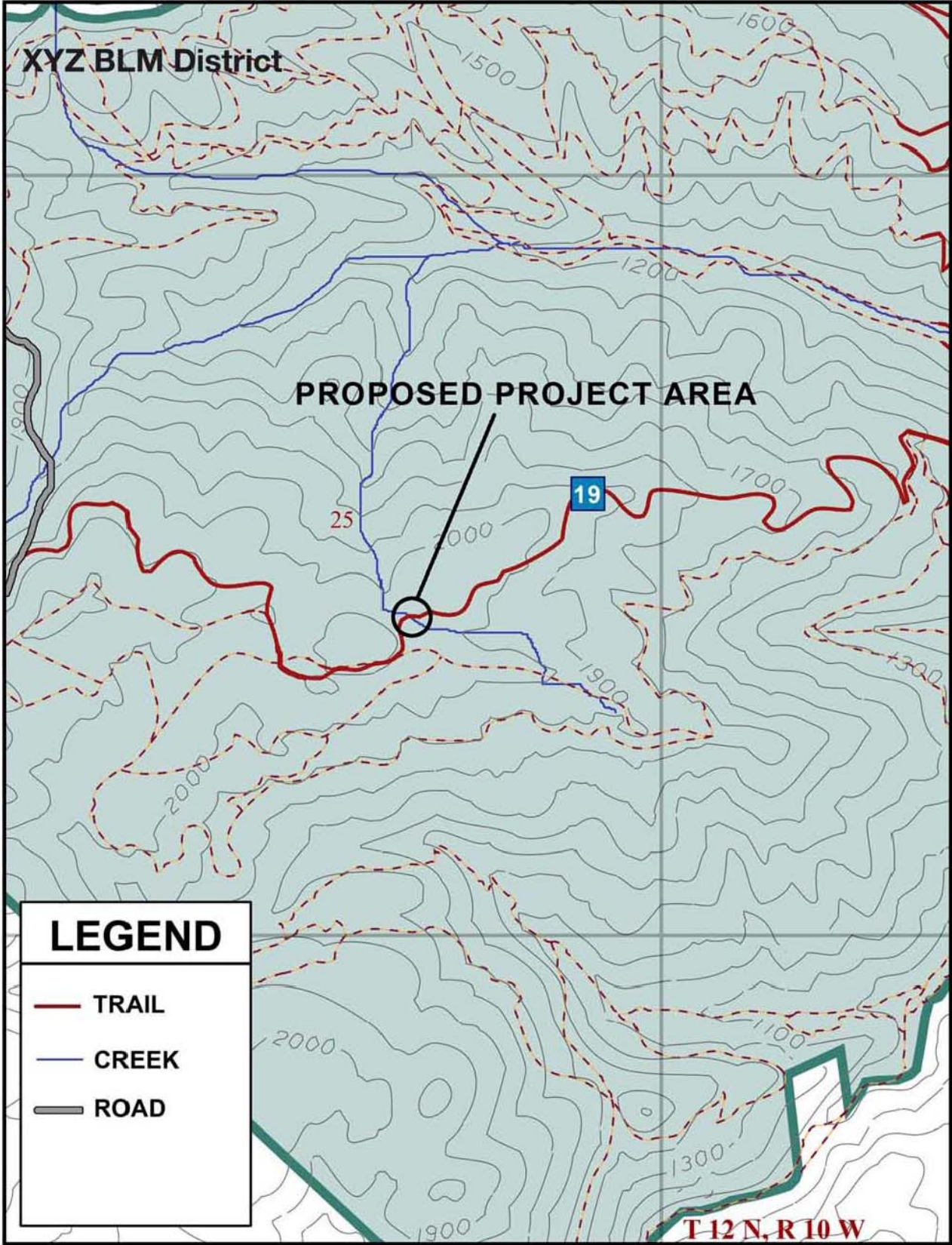
MAP OF CALIFORNIA (OHV Form B)



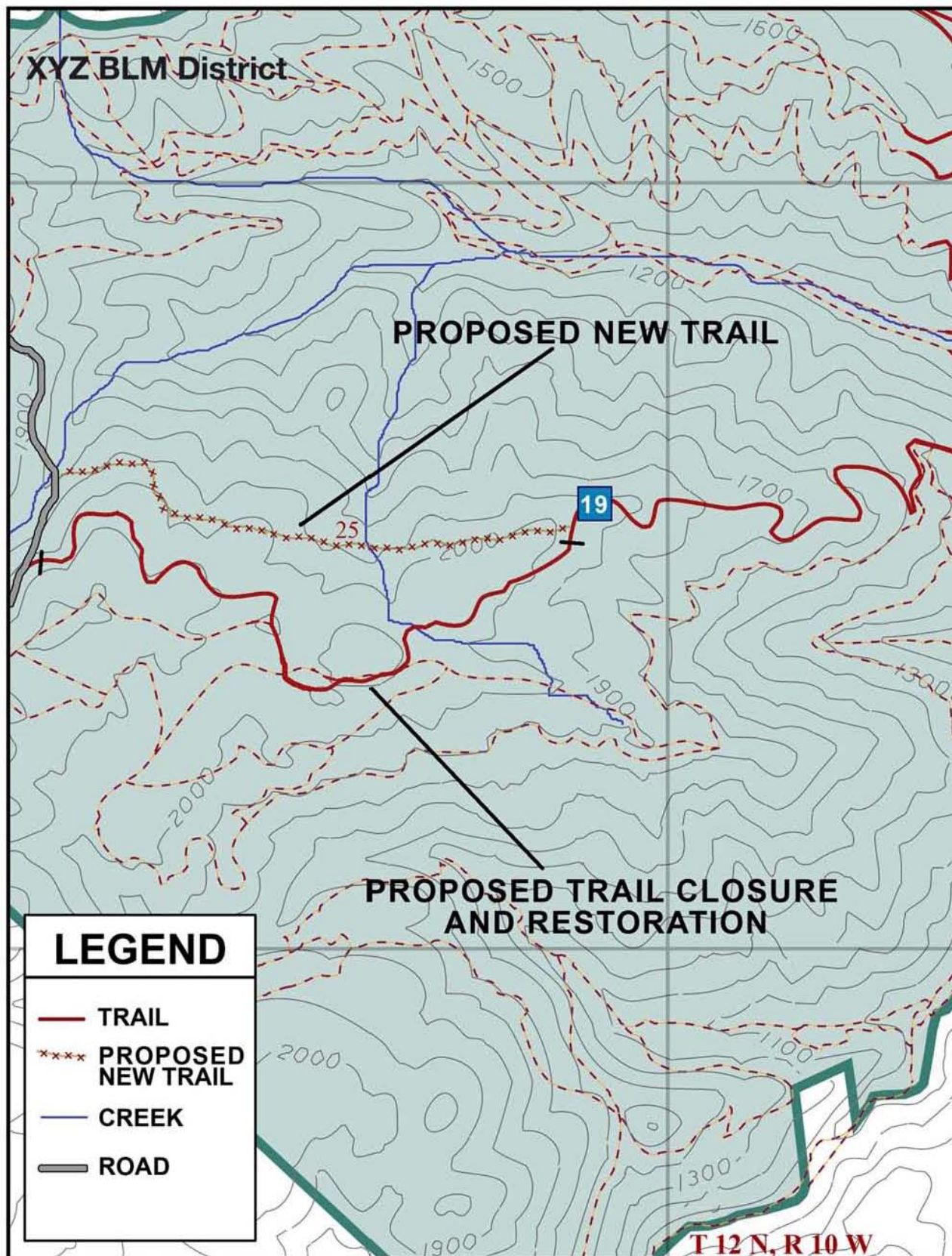
**GENERAL VICINITY MAP
(OHV Form C)**



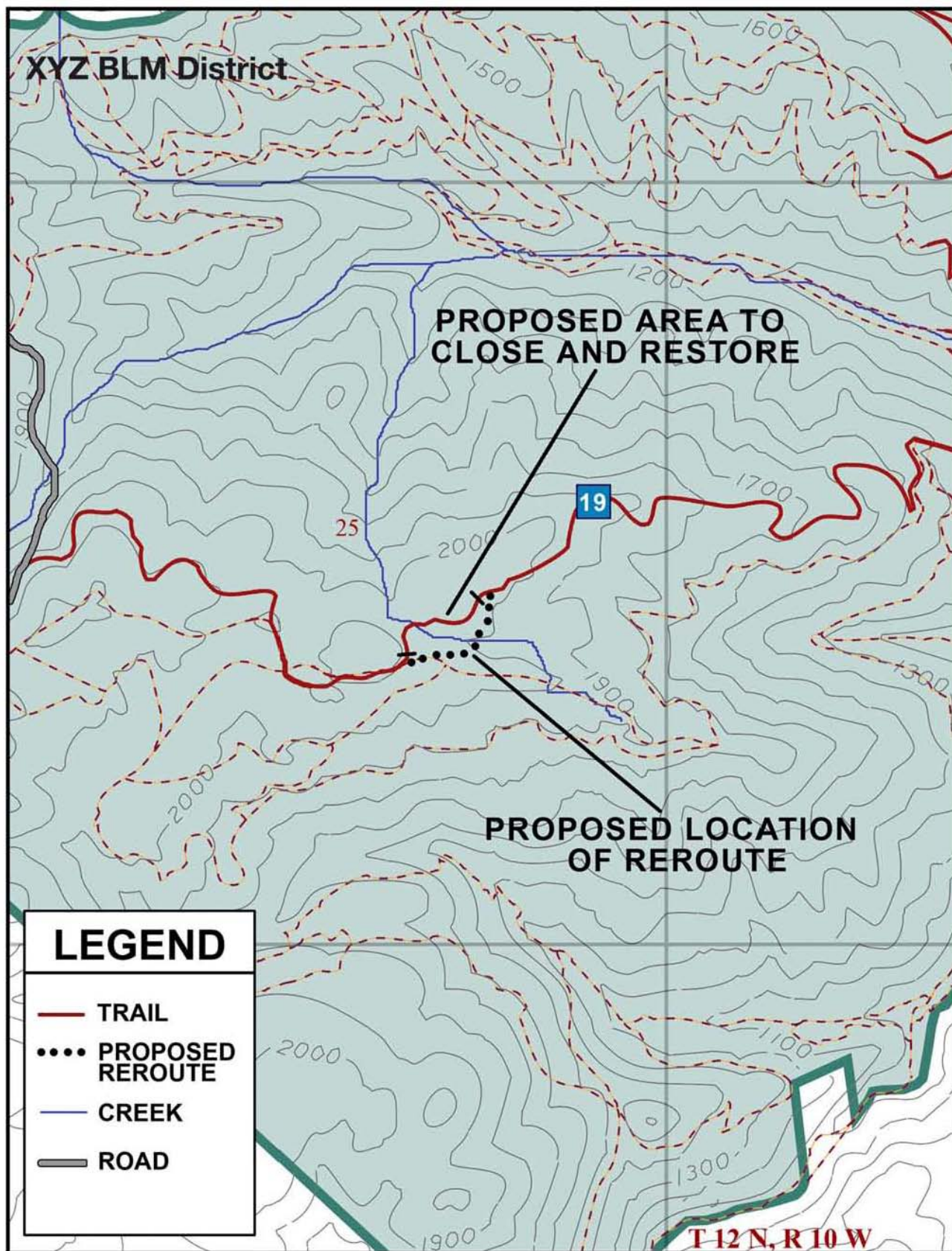
PROJECT SPECIFIC MAP (EXAMPLE A)
(OHV Form D)



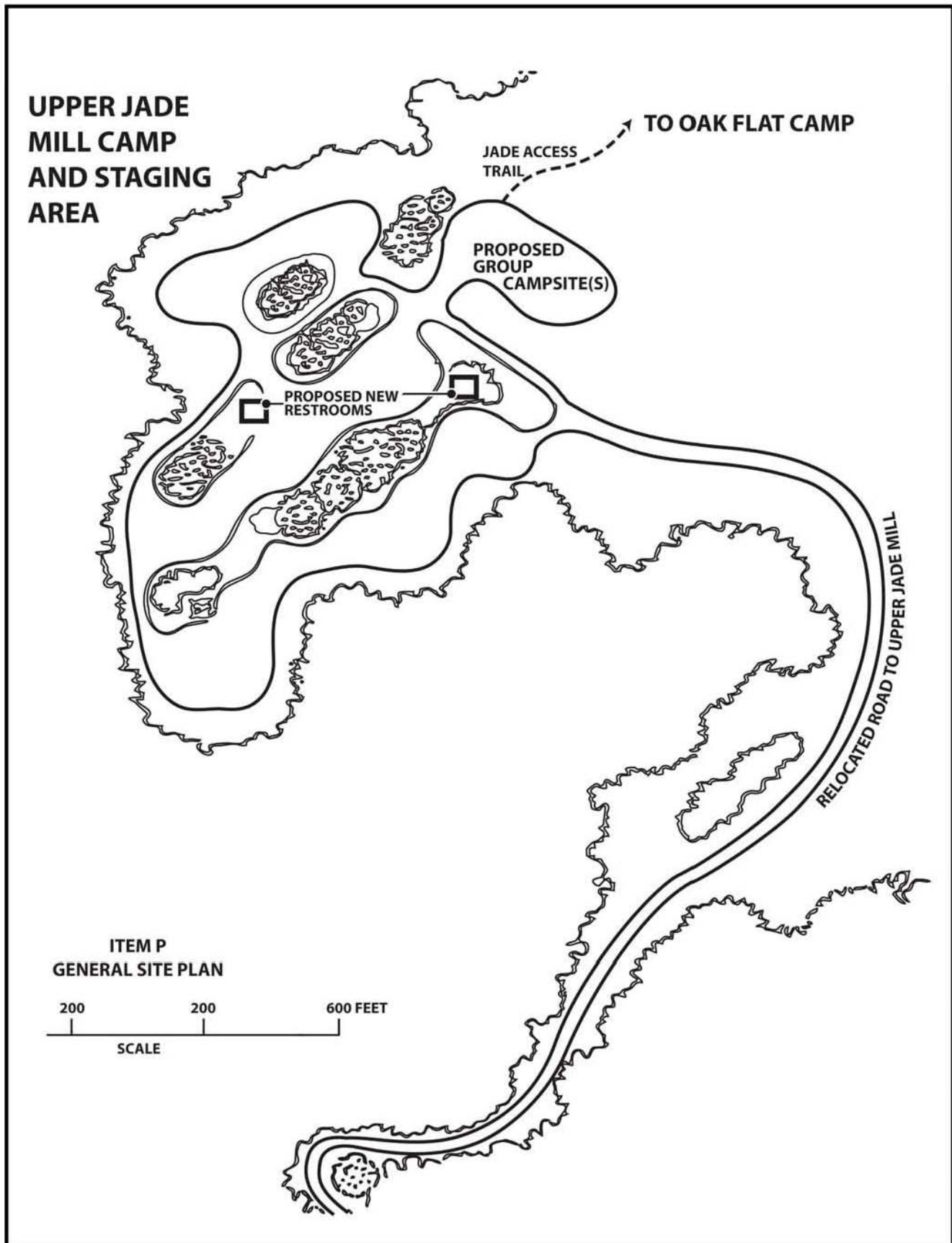
**PROJECT SPECIFIC MAP (EXAMPLE B)
(OHV Form E)**



**PROJECT SPECIFIC MAP (EXAMPLE C)
(OHV Form F)**



GENERAL SITE PLAN (EXAMPLE)
(OHV Form G)



APPLICATION SUMMARY SHEET

OHMVR Local Assistance Grants or Cooperative Agreements (OHV Form H)

Applicant: ABC National Forest (NF)

FUNDING CATEGORIES							
(A) PROJECT TITLE	CESA				(F) SUBTOTAL	(G) ADMIN* <div style="border: 1px solid black; width: 50px; height: 15px; margin: 2px auto; text-align: center;">%</div>	(H) TOTAL
	(B) CONSERVATION	(C) ENFORCEMENT	(D) RESTORATION	(E) NONCESA			
Subtotal							
APPLICATION SUMMARY SHEET TOTAL ROUNDED TO NEAREST \$1,000 (This amount must match the Grand Total amount requested on the application face sheet)							
<small>(ROUND TO NEAREST \$1,000); (e.g., \$1–\$499 round down; \$500–\$999 round up) *Applicants may request administrative costs (see definition of Administrative Costs in Section 4970.50(b)), not to exceed 10% of the total project(s) requested. If claiming administrative costs, the percentage claiming shall be noted in the % box entitled "(G) Admin" above. The total amount of administrative costs requested shall be identified in column (G) above by project type.</small>							

**PROJECT COSTS/DELIVERABLES (PC/D)
(OHV Form I)**

Page ____ of ____

APPLICANT:		GEOGRAPHIC AREA:				
Application Title:						
General Funding Category C E R N (Mark one) (see below)	Qty*	Unit	Unit Cost	Subtotal	Match**	Grant
Activities:						
Staff:						
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$
Total				\$	\$	\$
Contracts:						
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$
Total				\$	\$	\$
Materials/Supplies:						
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$
Total				\$	\$	\$
Vehicle Maintenance/FOR:						
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$
Total				\$	\$	\$
Equipment:						
			\$	\$	\$	\$
			\$	\$	\$	\$
			\$	\$	\$	\$
Total				\$	\$	\$
Other:						
			\$	\$	\$	\$
			\$	\$	\$	\$
Total				\$	\$	\$
(DO NOT ROUND) Form Total				\$	\$	\$
Funding Categories: C = Conservation E = Enforcement R = Restoration N = (Non-CESA)		* Quantity and Unit: Enter the quantity ordered and appropriate unit of measure for each items (e.g., ea=each, pk = package, & bx = box) ** If an agency requesting a cooperative agreement wants to voluntarily report agency contributions, change the title from "Match" to "Agency Contributions"				
Applicants may request administrative costs, not to exceed 10% of the total project(s) requested. If administrative costs are requested, please identify them on the Application Summary Sheet.						

ENVIRONMENTAL REVIEW DATA SHEET
CEQA CATEGORICAL EXEMPTION EXCEPTIONS
(For all project types except restoration projects)
(OHV Form J)

Item 1: Has a CEQA Notice of Determination (NOD) been filed for this project?

- If yes, stop here. There is no need to fill out the questions listed below.
- If no NOD has been filed, proceed to question 2.

Item 2: If applicable, provide an explanation of the reason the proposed activities are not considered “a project” under Section 15378 of CEQA.

- If your proposed activities are not a project, you do not have to answer Items 3-8.

NOTE: If the proposed activities are considered “protected” under 15378 of CEQA, you must provide an explanation for answers to Items 3-8. Simple “yes” or “no” responses without explanation shall not be accepted. If an explanation can be found in the NEPA documentation, then summarize and list the page number from which you are summarizing. For items 3-8, you may also list Best Management Practices (BMPs), Standard Operating Practices or Procedures (SOPs), and Limited Operating Periods (LOPs) that will avoid adverse effects from your activities.

Item 3: Provide an evaluation of the impact of this project on wetlands, navigable waters, and sensitive habitats (including threatened and endangered species).

Item 4: Provide the existing or potential cumulative impact, if any, of this project or others that have been conducted in the same place over several years. Refer to the cumulative effects discussion in the environmental impact statement or land management plan as appropriate.

Item 5: Provide a discussion of the possibility that the proposed activities will have a significant effect on the environment due to unusual circumstances such as steep slopes or highly erodible soils.

Item 6: Provide a discussion of the potential damage to scenic resources within the view shed of a highway officially designated as a state scenic highway.

Item 7: Disclose whether the proposed project area has been listed as producing hazardous materials. **Refer to the Cortese List to conclude that the project will not affect either existing hazardous materials sites or cause hazards:**

http://www.dtsc.ca.gov/database/Calsites/Cortese_List.cfm

Item 8: Describe the potential for any substantially adverse changes in the significance of historical or cultural resources.

RESTORATION ENVIRONMENTAL REVIEW DATA SHEET (OHV Form K)

The following information is to be provided for all restoration project applications. If an explanation can be found in the CEQA or NEPA documentation, (e.g., IS/ND, EIR/NOD, EA/FONSI, EIS/ROD), then summarize and list the page number from which you are summarizing.

NOTE: A separate Restoration Environmental Review Data Sheet must be completed for each restoration project.

Provide written detail for the numbered items applicable to your project. If the information is already provided in your application, then either cross-reference the page number(s) or reproduce the information on this data sheet. Do not leave any blank spaces. Also note: the Restoration Environmental Review Data Sheet must contain an explanation to each item applicable to the project. Simple "yes" or "no" responses without explanation shall not be accepted.

1. Project Description. Describe:

- A. Location.
- B. Project overview. Provide a brief overview of the project.
- C. Project purpose. Address all that apply:
 - 1. Restore closed roads or trails.
 - 2. Repair damage caused by off trail use such as hill climbs.
 - 3. Repair erosion scars and/or control erosion, and provide protection against further use.
 - 4. Remove exotic pest (e.g., noxious weeds, etc.) and restore natural vegetation.
 - 5. Fencing or barriers for closure areas.
 - 6. Other (describe).
- D. Size in acres and/or length in miles.
- E. Existing conditions: Describe existing vegetative cover (e.g., grassland, shrub land, forest, etc.) and dominant species present. Also, describe any special habitats such as wetlands, streams, seeps, etc. Provide "before" photos of the site(s) to be restored.
- F. Implementation schedule (e.g., days weeks, months).

2. Activities to be Conducted.

- A. Scraping or grading. Describe what type of equipment will be used (e.g., hand tools only, bobcat SWECO tractor, etc).
- B. Planting. Describe the native vegetation and other materials that will be used (e.g., seeds, container plants, hay bales, etc.).
- C. Erosion control devices (name these, e.g., jute netting, drains, etc.).
- D. Install irrigation system (name type, and whether it is above or below ground).
- E. Use of pesticides (what types and methods?).

- F. Barriers. Describe any ground disturbing activities that might impact cultural and physical resources.
- G. Other (Describe).

3. Monitoring and Maintenance.

- A. Monitoring. Describe frequency, duration, and success criteria. Results of the monitoring will be reported to the State at the end of the project.
- B. Maintenance. Describe anticipated ongoing maintenance and law enforcement needed to protect the area restored from illegal use.
- C. Other (Describe):

4. Specific Adverse Environmental Effects. Provide an answer and explanation for each question listed below. If the project could result in a significant adverse effect, explain any adverse effects. If the project is not expected to cause a significant adverse effect, explain why not.

- A. Wetlands, streams, or creeks, and/or threatened, endangered, or other special-status species (where is habitat located in relation to the project site? Are there any measures proposed to reduce conflicts such as Limited Operating Periods (LOP)?).
- B. Cumulative effects: Will trail closure and restoration affect other trails in the area such that they will become damaged or cause more user conflicts? Will trail closure and/or restoration of an area cause user groups to go elsewhere, necessitating a need for more trails and/or open areas to be built? If so will new trails or open areas that will be built have significant environmental effects? Will there be any potential significant cumulative impacts from this project and other similar projects that have been conducted in the same place over several years?
- C. Steep slopes, erodible soils.
- D. State Scenic Highway.
- E. Hazardous materials? Project site cannot be in a potentially hazardous materials site. Refer to the Cortese List to conclude that the project will not affect either existing hazardous materials sites or cause hazards:
http://www.dtsc.ca.gov/database/Calsites/Cortese_List.cfm
- F. Cultural and historic resources (has clearance been provided for the project site?).

**WILDLIFE HABITAT PROTECTION PROGRAM (WHPP)/
HABITAT MANAGEMENT PROGRAM (HMP)
(OHV Form L)**

Wildlife Habitat Protection Program (WHPP)/Habitat Management Program (HMP)

Grant Number: OR-_____ (Division Use Only)

Title: _____

Applicant: _____

Location: _____

Prepared by (name & title): _____

Phone number: _____ **E-mail:** _____

Date: _____

Approved by (name & title)*: _____

Phone number: _____ **E-mail:** _____

Date: _____

****Applications shall be approved by the applicant's biologist. If the applicant does not have a biologist, then state "applicant does not have a biologist" and fill in this information for the person approving the WHPP/HMP.***

The WHPP/HMP must contain three sections:

- 1. Section I:** Table of all special-status species and any other species of local concern that were reviewed for inclusion in the WHPP/HMP (**Refer to Table 1**).
- 2. Section II:** Map(s) of project area with species and/or habitat addressed by the WHPP/HMP.
- 3. Section III:** Protection/Management Program by species and sensitive habitat (**Refer to Tables 2-5**).

If a WHPP/HMP is currently being implemented in the project area, then **Section IV** must also be submitted (**Refer to Tables 6-8**).

SECTION I

Table 1: Table of All Special-Status Species and Any Other Species of Local Concern That Were Considered for Inclusion in the WHPP/HMP.

Prepare a five-column table of all reviewed special-status species and any other species of local concern utilizing the template example provided below.

The first column, "Species," must list all special-status species that could occur within the grant-funded OHV area. These are:

- ☐ Federally Endangered (FE)
- ☐ Federally Threatened (FT)

- ❑ Federal Candidate (FC)
- ❑ United States Forest Service Sensitive Species (FSS)
- ❑ Bureau of Land Management Sensitive Species (BLMSS)
- ❑ State Endangered (SE)
- ❑ State Threatened (ST)
- ❑ California Species of Special Concern (CSSC)
- ❑ State Fully Protected (SP)
- ❑ California Native Plant Society 1B – Plants rare, threatened, or endangered in California and elsewhere (CNPS 1B)
- ❑ California Native Plant Society 2 – Plants that are rare, threatened, or endangered in California, but more common elsewhere (CNPS 2).
- ❑ United States Forest Service Management Indicator Species (FSMIS).
- ❑ Bureau of Land Management “MIS” (BLM).
- ❑ Species of local concern and any other that the grant or cooperative agreement applicant has determined shall be included in the WHHP/HMP (SLC).

The second column, “Listing Status,” identifies the list(s) that contain the identified species utilizing the acronym codes in parentheses above.

The third column, “Habitat,” describes the listed species’ habitats.

The fourth column, “Potential for Occurrence,” identifies whether there is potential for the listed species to occur within the OHMVR grant or cooperative agreement project area.

The fifth column, “Addressed by HMP? If not, explain why?” must describe whether a species is addressed further in the WHPP/HMP. If the species could potentially be affected by any project activities, state “Yes” and be sure to address the species in subsequent WHPP/HMP sections. If the species could not be affected by an project activities, state “No”. Include a brief explanation of the rationale for not including a particular species when the answer in the column box is “No.” For example, if activities are limited to routine trail maintenance involving trail brushing, minor grading and reinstallation of water bars, those activities probably would not affect foraging special-status migratory birds.

Table 1. Table of All Special-Status Species and Any Other Species of Local Concern That Were Considered for Inclusion in the WHPP/HMP

Species	Listing Status ¹	Habitat	Potential for Occurrence ²	Addressed by HMP? If not, explain why? ³

¹Listing Status Key:

FE	Federally Endangered	CSSC	California Species of Special Concern
FT	Federally Threatened	SP	State Fully Protected
FC	Federal Candidate	CNPS 1B	Plants rare, threatened, or endangered in California and elsewhere.
FSS	USFS Sensitive Species	CNPS 2	Plants rare, threatened, or endangered in California, but more common elsewhere.
SE	State Endangered	BLMSS	Bureau of Land Management Sensitive Species.
ST	State Threatened	BLM	Bureau of Land Management "MIS".
		FSMIS	United States Forest Service Management Indicator Species.
		SLC	Species of Local Concern and any other that the grant or cooperative agreement applicant has determined shall be included in the WHPP/HMP

²Potential for occurrence could be based upon presence or absence of suitable habitat, incidental observations, and/or survey results.

³Examples of reasons to exclude species from the WHPP/HMP include:

- surveys have shown that the species' habitat does not occur in or near any OHV recreation area
- potential habitat exists, but surveys to protocol have not detected the species
- there is no overlap in time between OHV recreation and species occurrence (or sensitivity such as nesting)
- risk factors—there are no known risk factors for the species that are related to OHV recreation (examples of risk factors for species include turbidity, sedimentation of spawning gravels for fish, increase in water temperature [for fish and amphibians], loss of snags [for cavity nesters], elimination/disturbance of hollow logs as denning sites [for fur bearers])
- the species has not been seen on the Forest in a long time (e.g., since 1952)

SECTION II

Map(s) of project area with species and/or habitat addressed by the WHPP/HMP

Applicants must include maps for all species and/or habitats addressed in the WHPP/HMP (i.e., where “Yes” is the answer to the question in the fifth column of Table 1, “Addressed by the HMP?”). The map(s) should illustrate the spatial relationship between special-status species and OHV recreation. If you do not include a map showing each species and/or habitat as described above, provide an explanation for the omission (e.g., lack of funds, mapping next year). Maps must include the following:

1. Identification of OHV recreation within the application project area (e.g., staging areas, trails, roads, corridors, and areas open for OHV recreation) and the location of special-status species and/or their habitats. If specific features (e.g., streams, specific campgrounds) are discussed in the HMP, they shall be shown on the maps. *Detailed location information that might jeopardize special-status species does not need to be included. The applicant may use circles or other symbols to indicate relative locations.*
2. Include a north arrow and scale. Reference all maps to a vicinity map of the OHV area or otherwise clearly indicate the location of the area mapped.
3. Format maps as a JPEG file. The Division accepts foldout maps if they are folded to 8 1/2 x 11 inches or put into a pocket to fit this format.

SECTION III

Management/Monitoring Program by Species and Sensitive Habitat

Using the table formats provided below in Sections A-C, provide a description of the data, management program, monitoring program, and management review and response process for the species/habitats marked “Yes” in Table 1. The description must address the information in Sections A-C for each species, related group of species, or habitat. Terms followed by an * are defined at the end of the instructions for Section III.

A. Table 2: Data (Including Baseline Data) and Management Program for Species and/or Sensitive Habitats

Prepare a seven-column table of all species/habitats marked “Yes” in Table 1 using the template provided below. Each column must be filled out for each species/habitat.

The first column, “Species/Habitat,” must list all species/habitats marked “Yes” in Table 1. Similar species/habitats may be grouped, but all species/habitats marked “Yes” in Table 1 must be clearly addressed.

The second column, “Known Information,” must summarize relevant information known about each species and/or sensitive habitat (e.g., general location, population size, and use of the area as breeding and foraging).

The third column, “Methodology,” must summarize methodology used to obtain data, including protocols and frequency/intensity of effort.

The fourth column, “Concerns/Risks/Uncertainties,” explains how OHV recreation may be affecting the species or habitat. Describe the concerns, risks (e.g., loss of salmon spawning habitat and riparian vegetation at stream crossings) related to OHV management and describe

any uncertainties about potential effects (e.g., dust from OHV recreation may negatively affect the spawning habitat but the impact, if any is unknown). The concerns/risks drive the management program.

The fifth column, "Management Objective(s)," must list all management objectives(s) (e.g., keep sediment out of the stream; maintain riparian vegetation at stream crossings) that have been developed to address the identified concern/risk(s) and any identified uncertainties.

The sixth column, "Management Action(s)," must list all proposed or ongoing management actions (e.g., harden stream crossings; install fence to keep OHVs on designated trails) to meet the objective(s).

The seventh column, "Success Criteria," must list the success criteria (e.g., no additional sediment in the spawning gravels; no loss of riparian vegetation at stream crossings) that will be used to gauge the effectiveness of each management action.

Table 2. Data (Including Baseline Data) and Management Program for Species and/or Sensitive Habitats						
Species/ Habitat	Known Information	Methodology	Concerns/Risks/ Uncertainties	Management Objective(s)	Management Action(s)	Success Criteria

B. Table 3: Summary of WHPP/HMP Monitoring Program

Prepare a five-column table of all species/habitats marked "Yes" in Table 1 using the template provided below. Each column must be filled out for each species/habitat.

The first column, "Species/Habitat," must list all species/habitats marked "Yes" in Table 1. Species/habitats may be grouped where the same monitoring methodology addresses all such species, but all species/habitats marked "Yes" in Table 1 must be clearly addressed. Where a monitoring methodology addresses all such species, state "All Species."

The second column, "Management Action Implementation Monitoring Methodology," must describe how implementation monitoring* will be conducted (i.e., describe how you will monitor what you said you were going to do, e.g., before and after photo points).

The third column, "Change Detection Methodology," must describe how change detection monitoring* will be conducted (e.g., the wildlife checklist or visiting known habitat or populations).

The fourth column, "Effectiveness Monitoring Methodology, including triggers," must describe how effectiveness monitoring* will be conducted (i.e., describe how you will assess whether each management action is successful based on success criteria). Include specific triggers for management change.

The fifth column, "Identify Any Applicable Validation Monitoring (Focused Studies)," must describe any studies being conducted to determine whether the underlying management assumptions are correct (Validation Monitoring*).

Table 3. Summary of WHPP/HMP Monitoring Program				
Species/Habitat	Management Action Implementation Monitoring Methodology	Change Detection Methodology	Effectiveness Monitoring Methodology, including triggers	Identify any Applicable Validation Monitoring (Focused Studies)

C. Table 4: Management Review and Response; Adaptive Management

Table 4 describes what you plan to do. For each monitoring methodology listed in Table 3, prepare a five-column table using the template provided below.

The first column, "Monitoring Methodology," must list each monitoring methodology. Use a separate row for each monitoring methodology.

The second column, "How Monitoring Information Will Inform Management," must describe how you will use your monitoring information to make any necessary management changes.

The third column, "How Data Will Be Analyzed," must describe how the data will be analyzed to determine if management objectives are being met.

The fourth column, "Management Response to Identified Triggers," must describe the management responses to the identified triggers.

The fifth column, "Who Will Plan Management Response," must describe the staff involved in planning a management response.

Table 4. Management Review and Response; Adaptive Management				
Monitoring Methodology	How Monitoring Information will Inform Management	How Data Will Be Analyzed	Management Response to Identified Triggers	Who Will Plan Management Response

***DEFINITIONS:**

"Implementation Monitoring:" Determines if management actions were actually accomplished.

"Change Detection Monitoring:" Qualitative monitoring to detect change caused by OHV travel/recreation.

“*Effectiveness Monitoring.*” Uses the success criteria to determine if the management actions achieved the desired management objectives; appropriate effectiveness monitoring may ultimately be based on larger-scale monitoring efforts.

“*Validation Monitoring.*” Scientific studies that determine whether the underlying management assumptions are correct (e.g., “Have the appropriate concerns and risks been identified? Does meeting the management objectives ensure that OHV activities are not adversely affecting populations of species x?”).

NOTE: The Wildlife and Habitat Data Analysis Branch of the California Department of Fish and Game (CDFG) produces complete lists of “special” plants and animals, which are updated twice a year as part of the California Natural Diversity Data Base (CNDDDB). Subscribers to CNDDDB receive the lists as part of their subscription. The lists can also be obtained from the CDFG website at: <http://www.dfg.ca.gov/whdab/html/animals.html> and <http://www.dfg.ca.gov/whdab/html/plants.html>.

Other useful California species lists can be found at:
<http://www.dfg.ca.gov/hcpb/species/lists.shtml>

SECTION IV

Previous Year’s WHPP/HMP, Monitoring, Results, and Management Review

If a WHPP/HMP is currently in use in the project area, then use the table formats provided below in Sections A-C to summarize changes from the previous year’s WHPP/HMP, the previous year’s monitoring accomplishments and results, and the management review process that was implemented. *If this application describes changes to the WHPP/HMP on Table 5, the applicant must submit a new WHPP/HMP, complete with Tables 1-7. If this application does not describe changes to the WHPP/HMP on Table 5, then the applicant does not need to submit a new WHPP/HMP, but need only submit Tables 5-7.*

A. Table 5: Summary of Changes

Table 5 describes how the program has changed from last year. Prepare a two-column table summarizing any changes including additions to the previous year’s WHPP/HMP using the template provided below.

The first column, “Change From Previous Year,” shall describe a substantive change (e.g., new species being monitored, change in monitoring methodology) in the WHPP/HMP from the previous year. If no changes have occurred, state “No change” in the first column.

The second column, “Section Where Change Occurs,” shall list where the change is found in the WHPP/HMP. If no changes have occurred, state “N/A” in the second column.

Table 5. Summary of Changes	
Change From Previous Year	Section Where Change Occurs

B. Table 6: Previous Year’s Monitoring Results

Prepare a three-column table summarizing the previous year’s monitoring accomplishments and results using the template provided below.

The first column, “Monitoring Implemented,” must summarize each monitoring action that was done.

The second column, “Results,” must summarize the results of each monitoring accomplishment.

The third column, “Were Objectives and Success Criteria Achieved?” must describe whether management actions achieved the objectives and success criteria.

Applicants must keep the detailed monitoring results on file for reference. The results must be made available to the Division upon request.

Table 6. Previous Year’s Monitoring Results		
Monitoring Accomplishments	Results	Were Objectives and Success Criteria Achieved?

C. Table 7: Management Actions Based on Monitoring Results

Prepare a five-column table summarizing the management actions taken and/or planned based on the monitoring results of the previous year.

The first column, “Management Actions,” must identify all the management actions taken or planned based on the monitoring results of the previous year. Management actions must be listed for each situation in Table 6 for which the objectives and success criteria were **not** achieved.

The second column, "Species/Habitat," must list the species/habitats for which each management action was taken and/or planned.

The third column, "Date Completed or Planned," must identify the date the action item was accomplished or is planned to be accomplished.

The fourth column, "Changes Needed to Management Program," must describe how you are going to change your program, including changes to monitoring, that will allow you to better meet success criteria or objectives.

The fifth column, "Response to HMP-related Public Concerns," must describe any HMP-related concerns raised by the public and how they were addressed.

Table7. Management Actions Based on Monitoring Results				
Management Actions	Species/Habitat	Date Completed or Planned	Changes Needed to Management Program	Response to HMP-related Public Concerns

**WILDLIFE HABITAT PROTECTION PROGRAM (WHPP)/
HABITAT MANAGEMENT PROGRAM (HMP)
(OHV Form M)**

Wildlife Habitat Protection Program (WHPP)/Habitat Management Program (HMP)

Grant Number: OR _____ (Division Use Only)

Title: _____

Applicant: _____

Location: _____

Prepared by (name & title): _____

Phone number: _____ **E-mail:** _____

Date: _____

Approved by (name & title): _____

Phone number: _____ **E-mail:** _____

Date: _____

Check the appropriate project type for your application:

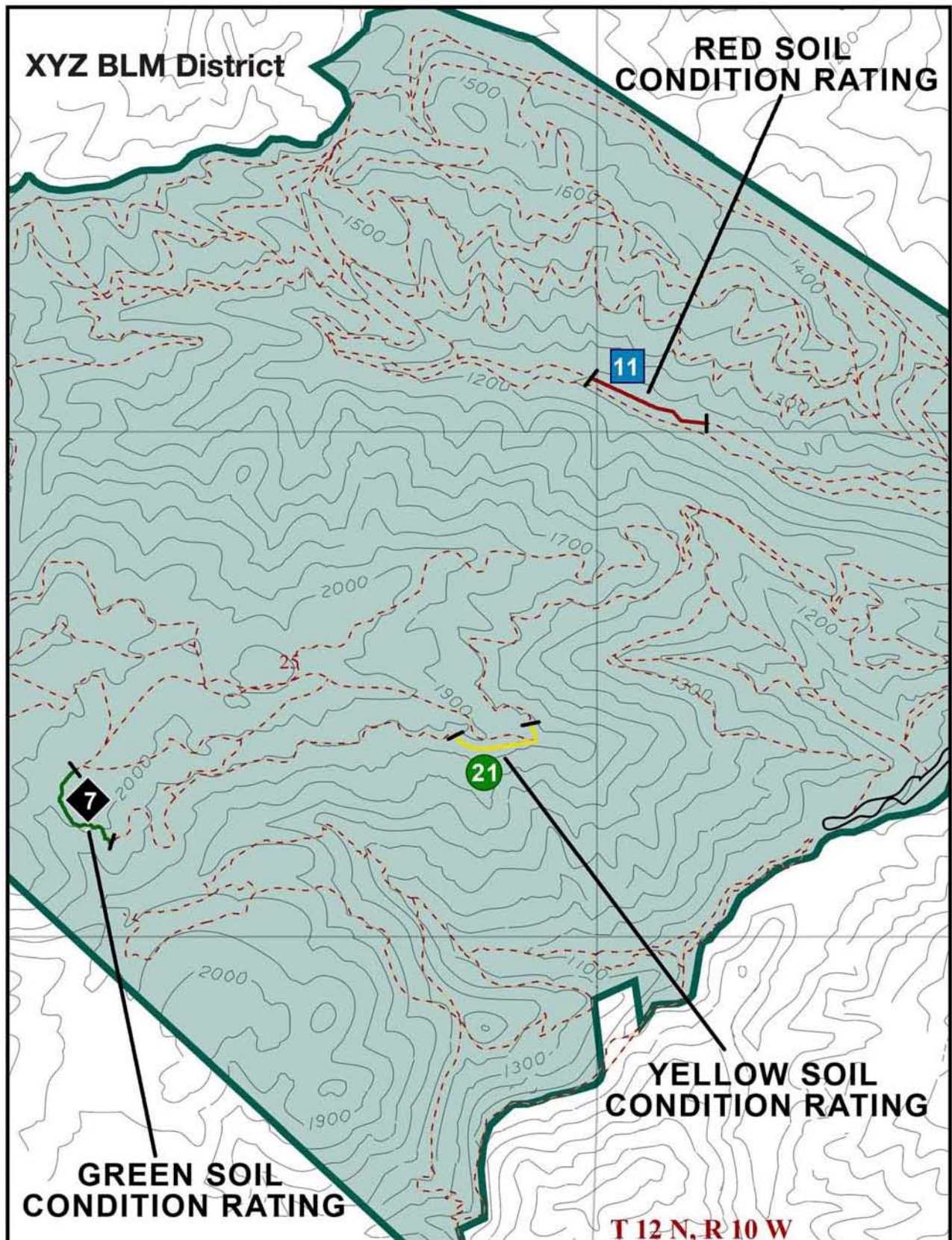
- ☐ **Conservation Projects (if limited to monitoring, surveys, or signing)**
- ☐ **Equipment Projects**
- ☐ **Facilities Operations & Maintenance**
- ☐ **OHV Safety and/or Education Program Projects**
- ☐ **Planning Projects**
- ☐ **Restoration Projects**
- ☐ **Scientific Research Projects**

I certify that this project, to the best of my knowledge, has no species or habitats of concern or risk factors associated with OHV recreation.

Signature:

Date:

**SOIL CONDITION MAP (EXAMPLE)
(OHV FORM N)**



PROJECT ACTIVITY REPORT (PAR) (OHV Form O)

<i>-Report OHV Data For Most Recent Complete Fiscal Year-</i>	
Applicant¹:	Date:
Geographic Area²:	
Applicant's Fiscal Year:	
_____	_____
Beginning Month/Year	Ending Month/Year
Previous Year's Grant or Cooperative Agreement: <input type="checkbox"/> N/A	
_____	_____
Number	Title

I. OHV Opportunity <input type="checkbox"/> N/A	
1. Total Acres Of Open ³ Riding Currently Available For OHV Recreation	#
2. Acres of Open OHV Riding Gained Since Prior Fiscal Year	#
3. Acres of Open OHV Riding Lost Since Prior Fiscal Year	#
4. Total Miles of Routes ⁴ Currently Available For OHV Recreation	#
• Miles Of Routes Available For ATVs (Green/Red Sticker)	#
• Miles Of Routes Available For Motorcycles (Green/Red Sticker and Street Legal Vehicles)	#
• Miles of Routes Available For Four-wheeled Vehicles Other Than ATVs (Green Sticker and Street Legal)	#
• Miles of Routes Available For Street Legal Vehicles Only (Registered For Highways)	#
5. Miles of Authorized OHV Routes Added Since Prior Fiscal Year	#
6. Miles of Authorized OHV Routes Removed Since Prior Fiscal Year	#
Explain Any OHV Opportunity That Was Added or Removed:	

V. Volunteer Information <input type="checkbox"/> N/A	
1. Number Of Volunteers	#
2. Number Of Volunteer Hours	#
3. Estimated Value Of Volunteer Hours In Comparable Salary ⁶	\$
4. Activities Performed By Volunteers?	

5. Training Provided To Volunteers?

VI. OHMVR Funds <input type="checkbox"/> N/A	
1. OHMVR Funds Allocated	\$
2. OHMVR Funds Spent On Conservation	\$
3. OHMVR Funds Spent On Restoration	\$
4. OHMVR Funds Spent On OHV Enforcement	\$
5. OHMVR Funds Spent On OSV Enforcement	\$
6. OHMVR Funds Spent On Other OHV Activities	\$
7. OHMVR Funds Spent On Other OSV Activities	\$
Total OHMVR Funds Spent	\$
Remaining OHMVR Funds (Subtract Total OHMVR Funds Spent from OHMVR Funds Allocated)	\$

VII. Applicant Funds <input type="checkbox"/> N/A	
1. Applicant Funds Spent On Conservation	\$
2. Applicant Funds Spent On Restoration	\$
3. Applicant Funds Spent On OHV Enforcement	\$
4. Applicant Funds Spent On OSV Enforcement	\$
5. Applicant Funds Spent On Other OHV Activities	\$
6. Applicant Funds Spent On Other OSV Activities	\$
Total Applicant Funds	\$

VIII. Other Funds <input type="checkbox"/> N/A	
1. Other Funds Spent On Conservation	\$
2. Other Funds Spent On Restoration	\$
3. Other Funds Spent On OHV Enforcement	\$
4. Other Funds Spent On OSV Enforcement	\$
5. Other Funds Spent On Other OHV Activities	\$
6. Other Funds Spent On Other OSV Activities	\$
Total Other Funds	\$

IX. OHV Visitor Information	
1. Number Of Visitor Days ⁷	#
2. Number Of Visitor Contacts ⁸	#

X. OHV Public Safety <input type="checkbox"/> N/A	
1. Total OHV LE Contacts ⁹	#
• OHV Related Accidents	#
• OHV Related Fatalities	#

XI. OSV Public Safety <input type="checkbox"/> N/A	
1. Total OSV LE Contacts	#
• OSV Related Accidents	#
• OSV Related Fatalities	#

XII. OHV Accomplishment Summary: ☐ N/A

Briefly summarize any and all OHV program accomplishments in the prior year, referencing all funding sources associated with each accomplishment. If you received OHMVR funding, include any “control language” specified in the grant or cooperative agreement contract. In addition, respond to comments and/or recommendations made in any site visit performance report from the previous year.

LAW ENFORCEMENT CONTACTS

(Optional For First Time Applicants)

	In Compliance ¹⁰		Warnings ¹¹		Citations ¹²		Cold Reports ¹³		Arrests ¹⁴		Total
	O H V	O S V	O H V	O S V	O H V	O S V	O H V	O S V	O H V	O S V	
Registration											
Spark Arrester											
Noise											
Resource Damage ¹⁵											
Trespass (private property)											
Wilderness Intrusions											
ATV Safety Certification											
ATV Helmet											
ATV Double -Riding											
Other ¹⁶											
Total											

PROJECT ACTIVITY REPORT DEFINITIONS

1. **Applicant** - City, county, appropriate district, nonprofit organization, educational institution, federal agency, or federally recognized Native American tribe.
2. **Geographic Area** - Administrative jurisdiction, such as Ranger District, Field Office or Substation. A separate PAR must be submitted for each individual geographic area. An additional PAR totaling all reported geographic areas must also be submitted.
3. **Open** - Acres of land designated for OHV recreation other than designated routes. If no designated **open** acreage exists within the geographic area, indicate "0."
4. **Route** - Includes roads and trails.
5. **Miles Of Un-Marked Un-Groomed OSV Routes** - Routes that would be available for OSV opportunity when covered with sufficient snow.
6. **Estimated Value of Volunteer Hours** - Use the hourly rate for a comparable paid position with your organization. Volunteer support expenses are reported in Sections VII or VIII.
7. **Visitor Days** – Every day or portion thereof that a visitor is engaged in OHV recreation is considered one visitor day. Estimate based on personal observations or counters.
8. **Visitor Contact** - Any verbal or written communication related to OHV recreation.
9. **Law Enforcement (LE) Contact** – A detention, or a consensual contact, by a law enforcement officer or forest protection officer resulting in: a) no action due to compliance, b) verbal or written warning, c) citation, or d) arrest.
10. **In Compliance** – A law enforcement contact where no violations are found.
11. **Warning** – A law enforcement contact in which a written or verbal warning is issued instead of a citation or arrest.
12. **Citation** – A law enforcement contact where a citation or notice to appear is issued.
13. **Cold Report** – Report that occurs after an OHV related incident, and does not result in citation, warning, or arrest.
14. **Arrest** – A law enforcement contact where the violator is taken into custody.
15. **Resource Damage Violations** - Damage to natural or cultural resources, including, but not limited to: CPC 374, CPC 374.3, CPC 384(a) and (c), CVC 38319, CVC 38320(a) and (b), CCR T14 4306(a), 36 CFR 261.9(a) and (c), and 43 CFR 8365.1-5(a)(1).
16. **Other** – OHV related violations not listed such as unsafe speed, alcohol-related contacts, vandalism, no whip/flag, etc. List separately in the empty rows.

EQUIPMENT INVENTORY (OHV FORM P)

(Fill in all columns)

[illegible]

TRAIL MAINTENANCE PLAN (OHV FORM Q)

TRAILS TO BE MAINTAINED					Signing Needed				
Name	Number	Type of use ¹	Type of Maintenance work to be performed ²	Maintenance Schedule ³	Number	Type ⁴	Equipment to be used ⁵	Type of Labor Force ⁶	Average cost per mile ⁷

¹ What type of use does the trail receive. List any and all types (Motorcycle = MC, All-Terrain Vehicle = ATV, Four-Wheel Drive = 4WD, etc).

² What type of maintenance work will occur on the trail (Mechanized or hand tools, and trail conservation related work).

³ How often you maintain the trail (Monthly, Fall & Spring, Annually, Bi-Annually, etc).

⁴ What types of signs are needed on the trail(s) (Trail confidence marker, directional, regulatory, etc).

⁵ What type of equipment will be used to maintain the trail (Trail dozer, mini-excavator, rock rake, etc)

⁶ What type of labor force are you using (Permanent agency staff, seasonal, contracts, California Conservation Crew, volunteers, etc)

⁷ What is the average cost per mile of maintenance for the trail.

PROJECT AGREEMENT AND GENERAL PROVISIONS (EXAMPLE) (OHV FORM R)

California Department of Parks and Recreation

PROJECT AGREEMENT

Off-Highway Motor Vehicle Recreation

Act of 2003

PROJECT NUMBER

TITLE

GRANTEE

Project Performance Period (Billing Period) from to

Under the terms and conditions of this agreement, the Grantee agrees to complete the project as described in the Project Description; the OHV Grant Application and the General Provisions (Appendix I), which is hereby incorporated by reference; the Off-Highway Motor Vehicle Recreation Act of 2003 and the Title 14, California Code of Regulations, Division 3, Chapter 15, Sections 4970.00 – 4970.21 – Off-Highway Motor Vehicle Recreation Local Assistance Grants, Grants to Nonprofit Organizations and Educational Institutions, and Cooperative Agreements Program Regulations.

PROJECT DESCRIPTION:

For a list of Project Deliverables see page(s) of this agreement.

ENFORCEMENT CONSERVATION RESTORATION

By _____
Grantee

By _____
State

Title _____

Title Park Superintendent

Date _____

Date _____

CERTIFICATION OF FUNDING

CONTRACT NO.

FUNDING: Off-Highway Vehicle Trust Fund

AMOUNT:

APPROPRIATION: Local Assistance

INDEX OBJECT:

VENDOR I.D. CHAPTER STATUTES:

ITEM #

I hereby certify upon my own personal knowledge that budgeted funds are available for this encumbrance.

DPR Accounting Officer

Date: _____

OFF-HIGHWAY MOTOR VEHICLE RECREATION (OHMVR) DIVISION
GRANT AND COOPERATIVE AGREEMENT APPLICATION INSTRUCTIONS (APPENDIX)

PROJECT AGREEMENT GENERAL PROVISIONS (U. S. Forest Service Only)

General Provisions

A. Definitions

1. The term "State" as used herein means the California State Department of Parks and Recreation.
2. The term "Act" as used herein means the Off-Highway Motor Vehicle Recreation Act of 2003 as amended.
3. The term "Application" as used herein means the individual Project Application and its required attachments pursuant to the enabling legislation, regulations, and/or grant program, which is hereby incorporated into this agreement by this reference.
4. The term "Project" as used herein means the project which is described on page 1 of this agreement and in the project application, which is hereby incorporated into this agreement by reference.
5. The term "Project Cooperative Agreement" as used herein means the Application and the Project Agreement and its General Provisions.
6. The term "Forest Service" as used herein means the National Forest unit of the Forest Service, USDA, named on page 1 of this agreement as the Federal Agency acting in accordance with the Act of June 30, 1914 (38 Stat. 430; 16 U.S.C. 498) and Act of June 12, 1960 (74 Stat. 215; 16 U.S.C 528-531).

B. Project Execution

1. Subject to the availability of funds through an appropriation in the state budget, the State hereby commits to the Forest Service a sum of money not to exceed the amount stated on page 1 of the Project Agreement in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Description of Project on page 1 of the Project Agreement and under the terms and conditions set forth in this Project Cooperative Agreement. Subject to the availability of funds, the Forest Service agrees to furnish any additional amounts in excess of that stated in the Project Agreement that may be necessary to complete the Project. Any modification or alteration in the Project as set forth in the application on file with the State must be submitted to the State for approval prior to disbursement of funds.
2. The Forest Service agrees to execute and complete the Project in accordance with the project performance period set forth on page 1 of the Project Agreement, and under the terms and conditions of this agreement.
3. If the Project includes development, the development plans, specifications and estimates or Force Account Schedule shall be reviewed and approved by the State prior to the Forest Service proceeding with the project. Unless the development plans, specifications and estimates or Force Account Schedule are approved by the State, the State shall have no obligation to make payments for the work or any construction which is commenced.
4. The Forest Service shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities. In addition, the Forest Service shall complete the development work in accordance with the State approved development plans, specifications, and estimates or Force Account Schedule.
5. The Forest Service shall make property or facilities acquired and/or developed pursuant to this Project Cooperative Agreement available for inspection upon request by the State to determine if development work is in accordance with the approved plans, specifications and estimates or Force Account Schedule, including a final inspection upon Project completion.
6. If the Project includes acquisition of real property; the acquisition shall be in accordance with the terms of Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P. L. 91-646; 94 Stat 1894 [1970]), and the applicable regulations and procedures implementing such Act for all real property Acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the Project Cooperative Agreement and the Forest Service agrees to comply with the Government Code Chapter 16 commencing with Section 7260 et seq, to the extent it may be applicable, and all other applicable federal, state and local laws or ordinances affecting relocation and real property Acquisition. Documentation of such compliance will be made available for review upon request by the State.
7. This Project Cooperative Agreement in no way restricts either party from cooperating with or receiving cooperation from other public and private agencies, organizations and individuals, or from accepting contributions and gifts for the

development, administration, and operation of vehicle activity on the lands of the Forest Service or other public lands within California.

- 8 Nothing herein shall be construed as obligating either party hereto to expend or as involving either party in any contract or other obligation for the future payment of moneys in excess of appropriations authorized by law and administratively allocated for this purpose.
- 9 No member of, or Delegate to, Congress or Resident Commissioner shall be admitted to share any part of the Project Cooperative Agreement, or to any benefit that may arise there from; but this provision shall not be construed to extend to this Project Cooperative Agreement if made with a corporation for its general benefit.
- 10 The Forest Service and its employees in the performance of this Project Cooperative Agreement shall act in an independent capacity and not as officers or employees of the State. Neither party to this agreement shall have the authority, express or implied, to bind the other party to any obligation except as may be authorized by this agreement.
- 11 All real property acquired or improvements constructed under this Project Cooperative Agreement shall be and will remain the property of the Forest Service, but shall remain available for off-highway vehicle use in accordance with the Forest Service Project Plan, the Off-Highway Motor Vehicle Act of 2003 and its implementing regulations, and the Application.

C. Project Costs

The funds moneys to be provided the Forest Service under this Project Cooperative Agreement shall be disbursed as follows:

1. If the Project includes acquisition of real property, under the authority of the Act of October 10, 1978 (P.L. 95-442; 92 Stat. 1065), the State shall disburse the Forest Service funds as follows, but not to exceed in any event the allowable Project costs for acquisition or the State funds amount allocated for acquisition as set forth on page 1 of this project agreement, whichever is less.

State will disburse to Forest Service to be deposited immediately into escrow the sum of purchase price if within the maximum value indicated in the Forest Service Project Plan and State approved costs of acquisition.

2. If the Project includes development, after approval by the State of the Forest Service's plans, specifications and estimates or Force Account Schedule and after completion of the Project or any phase or unit thereof, the State shall disburse to Forest Service upon receipt and approval by the State of a statement of incurred costs from Forest Service the amount of such approved incurred costs shown on such statement, not to exceed the State cooperative agreement amount allocated for development, as set forth on page 1 of this agreement, or any remaining portion of such amount to the extent of such statement. State may disburse up to a maximum of ninety (90) percent of the State grant amount allocated for development as shown on page 1 of this agreement, upon receipt and approval by the State of Forest Service plans, specifications and estimates or Force Account Schedule. The statements to be submitted by the Forest Service shall set forth in detail the incurred or estimated cost of work performed or to be performed on development of the Project and whether performance will be by construction contract or by Force Account. Statements shall not be submitted, nor shall the State make payments, more frequently than for work performed during ninety (90) day periods unless otherwise requested by State.

D. Project Administration

1. The Forest Service shall promptly submit such progress, performance or other reports concerning the status of work performed on the Project as the State may request. In any event, the Forest Service shall provide the State a report showing total final Project expenditures including State funds and all other moneys expended within sixty (60) days after completion of Project.
2. The Forest Service shall make property and facilities maintained, operated, acquired or developed pursuant to this Project Cooperative Agreement available for inspection by the State upon request.
3. The Forest Service may be provided advanced payments for cooperative agreements but only for those that are for Planning, Acquisition, and Facility Operation and Maintenance upon a showing by the Forest Service, the project may not proceed in the absence of advance payment. The Forest Service shall use any moneys advanced by the State under the terms of this Project Cooperative Agreement solely for the Project herein described. All moneys advanced to Forest Service shall remain property of State until expended for project purposes.
4. The Forest Service shall place advanced payments into a separate interest bearing account, setting up and identifying such account prior to the advance, interest earned on trust fund moneys shall be used on the project or paid to the State.
5. If cooperative agreements moneys are advanced and not expended, the unused portion of the advance or that portion of the advance which is in excess of the Project cost, whichever is the larger amount, shall be returned to the State within sixty (60) days of completion of the Project or end of the Project performance period, whichever is earlier.

6. The Forest Service will, provide and maintain a sign on the Project site that includes wording identifying the funding source (Off-Highway Vehicle Fund) and the administering agency (California State Department of Parks and Recreation).
7. Any single piece of equipment purchased (equal to or greater than \$50,000) with at least ½ of the purchased cost paid from OHV funds shall be used for OHV Programs during the normal life of the equipment and then be returned to the State for disposal or surplus sale by the State. Notification of the Off-Highway Motor Vehicle Recreation (OHMVR) Headquarters that a piece of equipment has become eligible for surplus status is the responsibility of the Forest Service.

E. Project Termination

1. The Forest Service may unilaterally rescind this Project Cooperative Agreement at any time prior to the commencement of the Project. After Project commencement this agreement may be rescinded, modified or amended by mutual agreement in writing. A Project shall be deemed commenced when the Forest Service makes any expenditure, receives an advance of cooperative agreement moneys or incurs an obligation with respect to the Project.
2. Failure by the Forest Service to comply with the terms of this Project Cooperative Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
3. Failure of the Forest Service to comply with the terms of this Project Cooperative Agreement or contract under the enabling legislation may be cause for suspension of all obligations of the State hereunder. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault, and was beyond the control of the Forest Service to avoid, mitigate, or remedy such default.

F. Indemnification

1. The United States shall be liable, to the extent allowed by law, including the Federal Tort Claims Act, for claim for personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.
2. The State of California shall be liable, to the extent allowed by law, including the Government Tort Claims Act, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State employees while acting within the scope of his or her employment, arising out of this Agreement.

G. Financial Records

1. The Forest Service shall maintain and make available for inspection by the State at reasonable times accurate financial accounts, documents and records of its costs, disbursements and receipts with respect to its activities under this agreement. Such accounts, documents, and records shall be retained by the Forest Service for three (3) years follow the termination date of this Project Cooperative Agreement.

During regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto.

2. The Forest Service may use any generally accepted accounting system provided such system meets the minimum requirements of Federal Management Circular 74-4 and Office of Management and Budget Circular A 102.

H. Use of Facilities

1. The property acquired or developed with cooperative agreement moneys under this agreement shall be used by the Forest Service only for the purpose for which the State grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. The Forest Service shall without cost to State, except as may be otherwise provided in this or other agreement with the State, operate and maintain the property acquired or developed pursuant to this agreement in the manner of and according to the Off-Highway Motor Vehicle Recreation Act and related regulations, the Application, and any other applicable provisions of law.
3. Use of the Project facilities shall comply with all applicable law including, but not limited to, the registrations of all day-use vehicles with the Department of Motor Vehicles or identified under the Chappie-Z'berg Off-Highway Motor Vehicle Law of 1993.

I. Nondiscrimination

1. The Forest Service shall not discriminate against any person on the basis of sex, race, color, national origin, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this agreement.

2. The Forest Service shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
 3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project Cooperative Agreement.
- J. Application Incorporation
1. The Application and any subsequent change or addition approved by the State is hereby incorporated in this Project Cooperative Agreement.
- K. Severability
1. If any provision of this agreement or the Application thereof is held invalid, that invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or Application, and to this end the provisions of this agreement are severable.
- L. Governing Law.
1. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California and the United States.

PROJECT AGREEMENT GENERAL PROVISIONS (Bureau of Land Management Only)

General Provisions

A. Definitions

1. The term "State" as used herein means the State of California, Department of Parks and Recreation.
2. The term "Act" as used herein means the Off-Highway Motor Vehicle Recreation Act of 2003 as amended.
3. The term "Application" as used herein means the individual Project Application and its required attachments pursuant to the enabling legislation, regulations, and/or grant program, which is hereby incorporated into this agreement by this reference.
4. The term "Project" as used herein means the project which is described on page 1 of this agreement and in the project application, which is hereby incorporated into this agreement by reference.
5. The term "Project Cooperative Agreement" as used herein means the Application and the Project Agreement and its General Provisions.
6. The term "Federal Agency" as used herein means the unit of Federal Government named on page 1 of this agreement as the Federal Agency.

B. Project Execution

1. Subject to the availability of funds through an appropriation in the state budget, the State hereby commits to the Federal Agency a sum of money not to exceed the amount stated on page 1 of the Project Agreement in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Description of Project on page 1 of the Project Agreement and under the terms and conditions set forth in this Project Cooperative Agreement. Subject to the availability of funds, the Federal Agency agrees to furnish any additional amounts in excess of that stated in the Project Agreement that may be necessary to complete the Project. Any modification or alteration in the Project as set forth in the application on file with the State must be submitted to the State for approval prior to disbursement of funds.

The Federal Agency agrees to furnish any additional funds that may be necessary to complete the project. Any modification or alteration of the Project as set forth in the application on file with the State must be submitted to the State for approval prior to disbursement of funds.

2. The Federal Agency agrees to execute and complete the Project in accordance with the project performance period set forth on page 1 of the Project Agreement, and under the terms and conditions of this agreement.
3. If the Project includes development, the development plans, specifications and estimates or Force Account Schedule shall be reviewed and approved by the State prior to the Federal Agency proceeding with the Project. Unless the development plans, specifications and estimates are approved by the State the State shall have no obligations to make grant payments for the work or any construction which is commenced.
4. The Federal Agency shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities. In addition, the Federal Agency shall complete the development work in accordance with the State approved development plans, specifications, and estimates or Force Account Schedule.
5. The Federal Agency shall make property or facilities acquired and/or developed pursuant to this Project Cooperative Agreement available for inspection upon request by the State to determine if development work is in accordance with the approved plans, specifications and estimates or Force Account Schedule, including a final inspection upon Project completion.
6. If the Project includes acquisition of real property, the acquisition shall be in accordance with the terms of the Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646); 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property Acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the Project Cooperative Agreement and the Federal Agency agrees to comply with the Government Code Chapter 16 commencing with Section 7260 et seq., to the extent it may be applicable and all other applicable federal, state and local laws or ordinances affecting relocation and real property Acquisition. Documentation of such compliance will be made available for review upon request by the State.

7. This Project Cooperative Agreement in no way restricts either party from cooperating with or receiving cooperation from other public and private agencies, organizations and individuals, or from accepting contributions and gifts for the development, administration, and operation of vehicle activity on the lands of the Federal Agency or other public lands within California.
8. Nothing herein shall be construed as obligating either party here to expend or as involving either party in any contract or other obligation for the future payment of moneys in excess of appropriations authorized by law and administratively allocated for this purpose.
9. No member of, or Delegate to Congress or Resident Commissioner shall be admitted to share any part of the Project Cooperative Agreement, or to any benefit that may arise there from; but this provision shall not be construed to extend to this Project Cooperative Agreement if made with a corporation for its general benefit.
10. The Federal Agency and its employees in the performance of this Project Cooperative Agreement shall act in an independent capacity and not as officers or employees of the State. Neither party to this agreement shall have the authority, express or implied to bind the other party to any obligation except as may be authorized by this agreement.
11. All real property acquired or improvements constructed under this Project Cooperative Agreement shall be and will remain the property of the Federal Agency, but shall remain available for off-highway vehicle use in accordance with the Federal Agency Project Plan, the Off-Highway Motor Vehicle Act of 2003 and its implementing regulations and the Application.

C. Project Costs

The moneys to be provided to the Federal Agency under this Project Cooperative Agreement shall be disbursed as follows:

1. If the Project includes acquisition of real property, under the authority of the Act of October 10, 1978 (P.L. 95-442; 92 Stat. 1065), the State shall disburse Federal Agency funds as follow, but not to exceed in any event the allowable Project costs for acquisition or the State funds amount allocated for acquisition as set forth on page 1 of this project agreement, whichever is less.

State will disburse to the Federal Agency to be deposited immediately into escrow the sum of purchase price if within the maximum value indicated in the Federal Agency Project Plan and State approved costs of acquisition.

2. If the Project includes development, after approval by State of the Federal Agency's plans, specifications and estimates or Force Account Schedule and after completion of the Project or any phase or unit thereof, State shall disburse to the Federal Agency upon receipt and approval by State of a statement of incurred costs from the Federal Agency the amount of such approved incurred costs shown on such statement, not to exceed the State funds amount allocated for development, as set forth on page 1 of this agreement, or any remaining portion of such amount to the extent of such statement. State may disburse up to a maximum of ninety (90) percent of the grant amount allocated for development as shown on page 1 of this agreement, upon receipt and approval by State of plans, specifications and estimates from the Federal Agency.

The statements to be submitted by Federal Agency shall set forth in detail the incurred or estimated cost of work performed or to be performed on development of the Project and whether performance will be by construction contract or by Force Account Schedule. Statements shall not be submitted, nor shall the State make payments, more frequently than for work performed during ninety (90) day periods unless otherwise requested by State.

D. Project Administration

1. The Federal Agency shall promptly submit such progress, performance or other reports concerning the status of work performed on the Project as the State may request. In any event, the Federal Agency shall provide the State a report showing total final Project expenditures including State and all other moneys expended within sixty (60) days after completion of Project.
2. The Federal Agency shall make property and facilities maintained, operated, acquired or developed pursuant to this Project Cooperative Agreement available for inspection by the State upon request.
3. The Federal Agency may be provided advanced payments for grants but only for those that are for Planning, Acquisition, and Facility Operation and Maintenance upon a showing by the Federal Agency that the project may not proceed in the absence of advance payment. The Federal Agency shall use any moneys advanced by the State under the terms of this Project Cooperative Agreement solely for the Project herein described. All moneys advanced to the Federal Agency shall remain property of the State until expended for project purposes.
4. The Federal Agency shall place advanced payments into a separate interest bearing account, setting up and identifying such account prior to the advance, interest earned on grant moneys shall be used on the project or paid to the State.

5. If cooperative agreement moneys are advanced, and not expended, the unused portion of the advance or that portion of the advance which is in excess of the Project cost, whichever is the larger amount, shall be returned to the State within sixty (60) days of completion of the Project or end of the project performance period, whichever is earlier.
6. The Federal Agency will, provide and maintain a sign on the Project site that includes wording identifying the funding source (Off-Highway Vehicle Fund) and the administering agency (California State Department of Parks and Recreation).
7. Any single piece of equipment purchased (equal to or greater than \$50,000) with at least ½ of the purchased cost paid from OHV funds shall be used for OHV Programs during the normal life of the equipment and then be returned to the State for disposal or surplus sale by the State. Notification to the Off-Highway Motor Vehicle Recreation (OHMVR) Division Headquarters that a piece of equipment has become eligible for surplus status is the responsibility of the Federal Agency.

E. Project Termination

1. The Federal Agency may unilaterally rescind this Project Cooperative Agreement at any time prior to the commencement of the Project. After Project commencement this agreement may be rescinded, modified or amended by mutual agreement in writing. A Project shall be deemed commenced when the Federal Agency makes any expenditure, receives an advance of cooperative agreement moneys or incurs any obligation with respect to the Project.
2. Failure by the Federal Agency to comply with the terms of this Project Cooperative Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
3. Failure of the Federal Agency to comply with the terms of this Project Cooperative Agreement or contract under the enabling legislation may be cause for suspension of all obligations of the State hereunder. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault, and was beyond the control of the Federal Agency to avoid, mitigate, or remedy such default.

F. Indemnification

1. The United States shall be liable, to the extent allowed by law, including the Federal Tort Claims Act, for claim for personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.
2. The State of California shall be liable, to the extent allowed by law, including the Government Tort Claims Act, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State employees while acting within the scope of his or her employment, arising out of this Agreement.

G. Financial Records

1. The Federal Agency shall maintain and make available for inspection by the State at reasonable times all financial accounts, documents, and records for three (3) years from the expiration date of the project agreement, or three (3) years from the start of an audit engagement, whichever comes first, and until an audit started during the three (3) years has been completed and a report published.

During regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto.

2. The Federal Agency may use any generally accepted accounting system provided such system meets the minimum requirements of Federal Management Circular 74 – 4 and Office of Management and Budget Circular A 102.

H. Use of Facilities

1. The property acquired or developed with cooperative agreement moneys under this Project Cooperative Agreement shall be used by the Federal Agency only for the purpose for which the State grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. The Federal Agency shall without cost to the State, except as may be otherwise provided in this or other agreement with the State, operate and maintain the property acquired or developed pursuant to this agreement in the manner of and according to the Off-Highway Motor Vehicle Recreation Act and related regulations, The Application, and other applicable provisions of law.
3. Use of the Project facilities shall comply with all applicable law including, but not limited to the registrations of all day-use vehicles with the Department of Motor Vehicles or identified under the Chappie-Z'berg Off-Highway Motor Vehicle Law of 1993.

I. Nondiscrimination

1. The Federal Agency shall not discriminate against any person on the basis of sex, race, color, national origin, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this agreement.
2. The Federal Agency shall not discriminate against any person on the basis of residence except to the extent the reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project Cooperative Agreement.

J. Application Incorporation

1. The application and any subsequent change or addition approved by the State is hereby incorporated in this Project Cooperative Agreement.

K. Severability

1. If any provision of this agreement or the Application thereof is held invalid, that invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or Application, and to this end the provisions of this agreement are severable.

L. Governing Law

1. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California, and the United States.

PROJECT AGREEMENT GENERAL PROVISIONS (Other Federal Agencies)

General Provisions

A. Definitions

1. The term "State" as used herein means the State of California, Department of Parks and Recreation.
2. The term "Act" as used herein means the Off-Highway Motor Vehicle Recreation Act of 2003 as amended.
3. The term "Application" as used herein means the individual Project Application and its required attachments pursuant to the enabling legislation, regulations, and/or grant program, which is hereby incorporated into this agreement by this reference.
4. The term "Project" as used herein means the project which is described on page 1 of this agreement and in the project application, which is hereby incorporated into this agreement by reference.
5. The term "Project Cooperative Agreement" as used herein means the Application and the Project Agreement and its General Provisions.
6. The term "Federal Agency" as used herein means the unit of Federal Government named on page 1 of this agreement as the Federal Agency.

B. Project Execution

1. Subject to the availability of funds through an appropriation in the state budget, the State hereby commits to the Federal Agency a sum of money not to exceed the amount stated on page 1 of the Project Agreement in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Description of Project on page 1 of the Project Agreement and under the terms and conditions set forth in this Project Cooperative Agreement. Subject to the availability of funds, the Federal Agency agrees to furnish any additional amounts in excess of that stated in the Project Agreement that may be necessary to complete the Project. Any modification or alteration in the Project as set forth in the application on file with the State must be submitted to the State for approval prior to disbursement of funds.

The Federal Agency agrees to furnish any additional funds that may be necessary to complete the project. Any modification or alteration of the Project as set forth in the application on file with the State must be submitted to the State for approval prior to disbursement of funds.

2. The Federal Agency agrees to execute and complete the Project in accordance with the project performance period set forth on page 1 of the Project Agreement, and under the terms and conditions of this agreement.
3. If the Project includes development, the development plans, specifications and estimates or Force Account Schedule shall be reviewed and approved by the State prior to the Federal Agency proceeding with the Project. Unless the development plans, specifications and estimates are approved by the State the State shall have no obligations to make grant payments for the work or any construction which is commenced.
4. The Federal Agency shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities. In addition, the Federal Agency shall complete the development work in accordance with the State approved development plans, specifications, and estimates or Force Account Schedule.
5. The Federal Agency shall make property or facilities acquired and/or developed pursuant to this Project Cooperative Agreement available for inspection upon request by the State to determine if development work is in accordance with the approved plans, specifications and estimates or Force Account Schedule, including a final inspection upon Project completion.
6. If the Project includes acquisition of real property, the acquisition shall be in accordance with the terms of the Title II and Title III, the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646); 94 Stat. 1894 (1970), and the applicable regulations and procedures implementing such Act for all real property Acquisitions and where applicable shall assure that the Act has been complied with for property to be developed with assistance under the Project Cooperative Agreement and the Federal Agency agrees to comply with the Government Code Chapter 16 commencing with Section 7260 et seq., to the extent it may be applicable and all other applicable federal, state and local laws or ordinances affecting relocation and real property Acquisition. Documentation of such compliance will be made available for review upon request by the State.
7. This Project Cooperative Agreement in no way restricts either party from cooperating with or receiving cooperation from other public and private agencies, organizations and individuals, or from accepting contributions and gifts for the development, administration, and operation of vehicle activity on the lands of the Federal Agency or other public lands within California.

8. Nothing herein shall be construed as obligating either party here to expend or as involving either party in any contract or other obligation for the future payment of moneys in excess of appropriations authorized by law and administratively allocated for this purpose.
9. No member of, or Delegate to Congress or Resident Commissioner shall be admitted to share any part of the Project Cooperative Agreement, or to any benefit that may arise there from; but this provision shall not be construed to extend to this Project Cooperative Agreement if made with a corporation for its general benefit.
10. The Federal Agency and its employees in the performance of this Project Cooperative Agreement shall act in an independent capacity and not as officers or employees of the State. Neither party to this agreement shall have the authority, express or implied to bind the other party to any obligation except as may be authorized by this agreement.
11. All real property acquired or improvements constructed under this Project Cooperative Agreement shall be and will remain the property of the Federal Agency, but shall remain available for off-highway vehicle use in accordance with the Federal Agency Project Plan, the Off-Highway Motor Vehicle Act of 2003 and its implementing regulations and the Application.

C. Project Costs

The grant moneys to be provided to the Federal Agency under this Project Cooperative Agreement shall be disbursed as follows:

1. If the Project includes acquisition of real property, under the authority of the Act of October 10, 1978 (P.L. 95-442; 92 Stat. 1065), the State shall disburse Federal Agency funds as follow, but not to exceed in any event the allowable Project costs for acquisition or the State funds amount allocated for acquisition as set forth on page 1 of this project agreement, whichever is less.

State will disburse to the Federal Agency to be deposited immediately into escrow the sum of purchase price if within the maximum value indicated in the Federal Agency Project Plan and State approved costs of acquisition.

2. If the Project includes development, after approval by State of the Federal Agency's plans, specifications and estimates or Force Account Schedule and after completion of the Project or any phase or unit thereof, State shall disburse to the Federal Agency upon receipt and approval by State of a statement of incurred costs from the Federal Agency the amount of such approved incurred costs shown on such statement, not to exceed the State funds amount allocated for development, as set forth on page 1 of this agreement, or any remaining portion of such amount to the extent of such statement. State may disburse up to a maximum of ninety (90) percent of the grant amount allocated for development as shown on page 1 of this agreement, upon receipt and approval by State of plans, specifications and estimates from the Federal Agency.

The statements to be submitted by Federal Agency shall set forth in detail the incurred or estimated cost of work performed or to be performed on development of the Project and whether performance will be by construction contract or by Force Account Schedule. Statements shall not be submitted, nor shall the State make payments, more frequently than for work performed during ninety (90) day periods unless otherwise requested by State.

D. Project Administration

1. The Federal Agency shall promptly submit such progress, performance or other reports concerning the status of work performed on the Project as the State may request. In any event, the Federal Agency shall provide the State a report showing total final Project expenditures including State and all other moneys expended within sixty (60) days after completion of Project.
2. The Federal Agency shall make property and facilities maintained, operated, acquired or developed pursuant to this Project Cooperative Agreement available for inspection by the State upon request.
3. The Federal Agency may be provided advanced payments for grants but only for those that are for Planning, Acquisition, and Facility Operation and Maintenance upon a showing by the Federal Agency that the project may not proceed in the absence of advance payment. The Federal Agency shall use any moneys advanced by the State under the terms of this Project Cooperative Agreement solely for the Project herein described. All moneys advanced to the Federal Agency shall remain property of the State until expended for project purposes.
4. The Federal Agency shall place advanced payments into a separate interest bearing account, setting up and identifying such account prior to the advance, interest earned on grant moneys shall be used on the project or paid to the State.
5. If grant moneys are advanced, and not expended, the unused portion of the advance or that portion of the advance which is in excess of the Project cost, whichever is the larger amount, shall be returned to the State within sixty (60) days of completion of the Project or end of the project performance period, whichever is earlier.
6. The Federal Agency will, provide and maintain a sign on the Project site that includes wording identifying the funding source (Off-Highway Vehicle Fund) and the administering agency (California State Department of Parks and Recreation).

7. Any single piece of equipment purchased (equal to or greater than \$50,000) with at least ½ of the purchased cost paid from OHV funds shall be used for OHV Programs during the normal life of the equipment and then be returned to the State for disposal or surplus sale by the State. Notification to the Off-Highway Motor Vehicle Recreation (OHMVR) Division Headquarters that a piece of equipment has become eligible for surplus status is the responsibility of the Federal Agency.

E. Project Termination

1. The Federal Agency may unilaterally rescind this Project Cooperative Agreement at any time prior to the commencement of the Project. After Project commencement this agreement may be rescinded, modified or amended by mutual agreement in writing. A Project shall be deemed commenced when the Federal Agency makes any expenditure, receives an advance of grant moneys or incurs any obligation with respect to the Project.
2. Failure by the Federal Agency to comply with the terms of this Project Cooperative Agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
3. Failure of the Federal Agency to comply with the terms of this Project Cooperative Agreement or contract under the enabling legislation may be cause for suspension of all obligations of the State hereunder. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault, and was beyond the control of the Federal Agency to avoid, mitigate, or remedy such default.

F. Indemnification

1. The United States shall be liable, to the extent allowed by law, including the Federal Tort Claims Act, for claim for personal injuries or property damage resulting from the negligent or wrongful act or omission of any employee of the United States while acting within the scope of his or her employment, arising out of this Agreement.
2. The State of California shall be liable, to the extent allowed by law, including the Government Tort Claims Act, for personal injuries or property damage resulting from the negligent or wrongful act or omission of State employees while acting within the scope of his or her employment arising out of this Agreement.

G. Financial Records

1. The Federal Agency shall maintain and make available for inspection by the State at reasonable times accurate financial accounts, documents and records of its costs, disbursements and receipts with respect to its activities under this agreement. Such accounts, documents and records shall be retained by the Federal Agency for three (3) years following the termination of this Project Cooperative Agreement.

During regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto.

2. The Federal Agency may use any generally accepted accounting system provided such system meets the minimum requirements of Federal Management Circular 74 – 4 and Office of Management and Budget Circular A 102.

H. Use of Facilities

1. The property acquired or developed with grant moneys under this Project Cooperative Agreement shall be used by the Federal Agency only for the purpose for which the State grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. The Federal Agency shall without cost to the State, except as may be otherwise provided in this or other agreement with the State, operate and maintain the property acquired or developed pursuant to this agreement in the manner of and according to the Off-Highway Motor Vehicle Recreation Act and related regulations, The Application, and other applicable provisions of law.
3. Use of the Project facilities shall comply with all applicable law including, but not limited to the registrations of all day-use vehicles with the Department of Motor Vehicles or identified under the Chappie-Z'berg Off-Highway Motor Vehicle Law of 1993.

I. Nondiscrimination

1. The Federal Agency shall not discriminate against any person on the basis of sex, race, color, national origin, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this agreement.
2. The Federal Agency shall not discriminate against any person on the basis of residence except to the extent the reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this Project Cooperative Agreement.

J. Application Incorporation

1. The application and any subsequent change or addition approved by the State is hereby incorporated in this Project Cooperative Agreement.

K. Severability

1. If any provision of this agreement or the Application thereof is held invalid, that invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or Application, and to this end the provisions of this agreement are severable.

L. Governing Law

1. This Agreement is governed by and shall be interpreted in accordance with the laws of the State of California, and the United States.

PROJECT AGREEMENT GENERAL PROVISIONS (Local Agencies Only)

General Provisions

A. Definitions

1. The term "State" as used herein means the California State Department of Parks and Recreation.
2. The term "Act" as used herein means the Off-Highway Motor Vehicle Recreation Act of 2003 as amended.
3. The term "Project" as used herein means the project which is described on page 1 of this agreement and in the project application, which is hereby incorporated into this agreement by reference.
4. The term "Application" as used herein means the individual Project Application and its required attachments pursuant to the enabling legislation, regulations, and/or grant program, which is incorporated into this agreement by reference.
5. The term "Project Agreement" as used herein means the Application and the Project Agreement General Provisions.
6. The term "Grantee" as used herein means the party described as the Grantee on page 1 of the Project Agreement.

B. Project Execution

1. Subject to the appropriation and availability of grant funds in the state budget, the State hereby awards to the Grantee the sum of money (grant money) stated on page 1 of the Project Agreement in consideration of and on condition that the sum be expended in carrying out the purposes as set forth in the Description of the Project on page 1 of the project agreement and the terms and conditions set forth in this agreement.

The Grantee assumes the obligation to furnish any additional funds that may be necessary to complete or carry out the project as described. Any modification or alteration in the project as set forth in the application on file with the State must be submitted to the State for approval. State's obligation to make grant payments is limited to the project as provided for herein, or as modified with the approval of the State.

2. The Grantee agrees to complete the Project in accordance with the project performance period set forth on page 1 of the Project Agreement, and under the terms and conditions of this agreement.
3. If the project includes development, the development plans, specifications and estimates or Force Account Schedule shall be reviewed and approved by the State prior to Grantee proceeding with the project. Unless the development plans, specifications and estimates are approved by the State, the State shall have no obligation to make grant payments for the work.

The Grantee, shall comply with all applicable current laws and regulations affecting Development Projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities. In addition, the Grantee shall complete the development work in accordance with the State approved development plans, specifications and estimates or Force Account Schedule. The Grantee shall make property or facilities acquired and/or developed pursuant to this agreement available for inspection upon request by the State to determine if development work is in accordance with the approved plans, specifications and estimates or Force Account Schedule, including a final inspection upon Project completion.

4. Prior to the commencement of any work, the Grantee agrees to submit any deviations from, or modifications or alterations to the Project representing more than 5% of the total grant amount to the State for prior approval.
5. If the project includes acquisition of real property, and the cost of which is to be reimbursed with grant moneys under this agreement, shall as required thereby, comply with Chapter 16 (commencing with Section 7260) of Division 7 of Title 1 of the Government Code and any other applicable federal, state, or local laws or ordinances. Documentation of such compliance will be made available for review by the State upon request. Eminent domain may not be used to acquire property using the grant funds provided by this agreement.
6. If the project includes acquisition of real property, the purchase price shall be the fair market value of such property as established by an appraisal completed according to established current appraisal practices and methods as approved by both the Grantee and the State. Grantee agrees to furnish the State additional supportive appraisal material or justification as may be requested by the State to complete its review and approval of the fair market value.

Grantee agrees to furnish the State with preliminary title reports respecting such real property or such other evidence of title which is determined to be sufficient by the State. Grantee agrees to correct prior to or at the close of escrow any defects of title which in the opinion of State might interfere with the operation of the Project.

C. Project Costs

1. The grant moneys to be provided to the Grantee under this agreement shall be disbursed as follows, but not to exceed in any event one-hundred (100) percent of the allowable project costs or the State grant amount as set forth on page 1 of this agreement whichever is less:
2. If the Project includes acquisition of real property, the State shall disburse to Grantee the grant moneys as follows, but not to exceed in any event the State grant amount set forth on page 1 of this agreement.

State will disburse the amount of the State approved purchase price together with State approved costs of acquisition. The State may elect to make disbursement for deposit into escrow.

3. If the Project includes development, after approval by State of Grantee's plans, specifications and estimates or Force Account Schedule and after completion of the Project or any phase or unit thereof, State shall disburse to Grantee upon receipt and approval by State of a statement of incurred costs from Grantee, the amount of such approved incurred costs shown on such statement, not to exceed the State grant amount set forth on page 1 of this agreement, or any remaining portion of such grant amount to the extent of such statement. Grantee, upon a showing that the project may not proceed without advance funding, may request advance payment of those funds needed up to a maximum of ninety (90) percent of the State grant amount allocated for development upon receipt and approval by State of Grantee plans, specifications and estimates or Force Account Schedule.

The statements to be submitted by Grantee shall set forth in detail the incurred or estimated cost of work performed or to be performed on development of the Project and whether performance will be by construction contract or by Force Account. Statements shall not be submitted, nor shall State make payments, more frequently than for work performed during ninety (90) day periods unless otherwise requested by State.

D. Project Administration

1. The Grantee shall promptly submit such progress, performance or other reports concerning the status of work performed on the Project as the State may request. In any event, the Grantee shall provide the State a report showing total final expenditures.
2. The Grantee shall make property and facilities maintained, operated, acquired or developed pursuant to this agreement available for inspection by the State upon request.
3. The Grantee shall use any moneys advanced by the State under the terms of this agreement solely for the Project herein described.
4. The Grantee may be provided advanced payments for grants but only for those that are for Planning, Acquisition, and Facility Operation and Maintenance. The Grantee shall place such moneys in a separate interest bearing account, setting up and identifying such account prior to the advance, interest earned on grant moneys shall be used on the project or paid to the State. If grant moneys are advanced and not expended, the unused portion of the grant (plus interest) shall be returned to the State within sixty (60) days of completion of the Project or end of the Project performance period, whichever is earlier.

Income, after deduction for reasonable expenses associated with that income, that is earned by the Grantee from a State approved non-recreational use on an acquisition project, subsequent to taking title by the Grantee, but before use for OHV recreation, must be used by the Grantee for recreational purposes at the Project.

5. Any single piece of equipment purchased (equal to or greater than \$50,000) with at least ½ of the purchased cost paid from OHV funds shall be used for OHV Programs during the normal life of the equipment and then be returned to the State for disposal or surplus sale by the State. Notification of Off-Highway Motor Vehicle Recreation (OHMVR) Headquarters that a piece of equipment has become eligible for surplus status is the responsibility of the "grantee".

E. Project Termination

1. The Grantee may unilaterally rescind this agreement at any time prior to the commencement of the Project. After Project commencement this agreement may be rescinded, modified or amended by mutual agreement in writing.
2. Failure by the Grantee to comply with the terms of this agreement or any other agreement under the Act may be cause for suspension of all obligations of the State hereunder.
3. Failure of the Grantee to comply with the terms of this agreement or contract under the enabling legislation may be cause for suspension of all obligations of the State hereunder. However, such failure shall not be cause for the suspension of all obligations of the State hereunder if in the judgment of the State such failure was due to no fault and beyond the control of the Grantee to prevent, mitigate, or remedy.
4. Because the benefit to be derived by the State, from the full compliance by the Grantee with the terms of agreement, is the, operation, development, preservation, protection and net increase in the quantity and quality of public outdoor

recreation facilities available to the people of the State of California and because such benefit exceeds to an immeasurable and unascertainable extent the amount of money furnished by the State by way of grant moneys under the terms of this agreement, the Grantee agrees that payment by the Grantee to the State of an amount equal to the amount of the grant moneys disbursed under this agreement by the State would be inadequate compensation to the State for any breach by the Grantee of this agreement. The Grantee further agrees therefore, that the appropriate remedy in the event of a breach by the Grantee of this agreement shall be the specific performance of this agreement, unless otherwise agreed to by the State. Notwithstanding the foregoing, in the event of a breach of this agreement, or any portion thereof, which is due to no fault and beyond the control of the Grantee to prevent, mitigate, or remedy, the State's sole remedy shall be the reimbursement of any funds advanced or paid that pertain to the breached term or terms of this agreement.

F. Hold Harmless

1. Grantee hereby waives all claims and recourse against the State including the right to contribution of loss of damage to persons or property arising from, growing out of or in any way connected with or incident to this agreement except claims arising from the concurrent or sole negligence of State, its officers, agents and employees.
2. The Grantee shall protect indemnify, hold harmless and defend State, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the acquisition, development, construction, operation or maintenance of the property described as the Project which claims, demands or causes of action arise under Government code Section 895.2 or otherwise except for liability arising out of, and attributable to, the concurrent or sole negligence of State, its officers, or employees.
3. In the event State is named as codefendant under the provisions of Government Code Section 895 et seq., the Grantee shall notify the State of such fact and shall represent State in the legal action unless State undertakes to represent itself as codefendant in such legal action in which event the State shall bear its own litigation costs, expenses, and attorney's fees.
4. In the event of judgment against the State and the Grantee because of the concurrent negligence of the State and the Grantee, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request, and each party hereby waives its right to, a jury apportionment.

G. Financial Records

1. The grantee shall retain all financial accounts, documents, and records for three (3) years from the expiration date of the project agreement, or three (3) years from the start of an audit engagement, whichever comes first, and until an audit started during the three (3) years has been completed and a report published.
2. During regular office hours each of the parties hereto and their duly authorized representatives shall have the right to inspect and make copies of any books, records or reports of the other party pertaining to this agreement or matters related thereto.

H. Use of Facilities

1. The property acquired or developed with grant moneys under this agreement shall be used by the Grantee only for the purpose for which the State grant moneys were requested and no other use of the area shall be permitted except by specific act of the Legislature.
2. The Grantee shall without cost to State, except as may be otherwise provided in this or any other grant agreement, operate and maintain the property acquired or developed pursuant to this agreement in the manner of and according to the provisions of this agreement, the Off-Highway Motor Vehicle Recreation Act and any related regulations, or any other provision of law which may be applicable to such operation and maintenance.
3. Use of the facilities shall comply with all applicable laws, including, but not limited to, the requirements for registration of all day use-vehicles with the Department of Motor Vehicles or identified under the Chappie-Z'berg Off-Highway Motor Vehicle Law of 1993.

I. Nondiscrimination

1. The Grantee shall not discriminate against any person on the basis of sex, race, color, national origin, religion, ancestry, or physical handicap in the use of any property or facility acquired or developed pursuant to this agreement.
2. The Grantee shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project agreement.

J. Application Incorporation

1. The Application and any subsequent change or addition approved by the State is hereby incorporated in this agreement as though set forth in full in this agreement.

K. Severability

1. If a provision of this agreement or the Application thereof is held invalid, that invalidity shall not affect other provisions or applications of the agreement which can be given effect without the invalid provision or Application, and to this end the provisions of this agreement are severable.

L. Governing Law.

1. This agreement shall be construed in accordance with and be governed by the laws of the State of California. Any legal action arising out of the terms of this agreement shall take place in the county wherein the project funded by this agreement is located. If the project is located in or among two or more counties, any legal action shall be taken in the county wherein the largest land area of the project is located.

**Governing Body Resolution
Off-Highway Vehicle Grant
(OHV Form S)**

RESOLUTION NO. _____
RESOLUTION OF THE _____
(Title of Governing Body)

**APPROVING THE APPLICANT TO APPLY FOR GRANT FUNDS FOR THE STATE OF CALIFORNIA,
DEPARTMENT OF PARKS AND RECREATION, OFF-HIGHWAY VEHICLE GRANT FUNDS**

WHEREAS, The people of the State of California have enacted the Off-Highway Motor Vehicle Recreation Act of 2003 as amended, which provides funds to the State of California and its political subdivisions for, acquisition projects, conservation projects, development projects, equipment purchases, facilities operation and maintenance projects, law enforcement projects OHV safety and/or education program projects, planning projects, restoration and/or repair projects, specific research projects, and trail maintenance projects for off-highway vehicle recreation; and

WHEREAS, the Off-Highway Motor Vehicle Recreation Division with the California Department of Parks and Recreation has been delegated the responsibility to administer the program; and

WHEREAS, procedures established by the California Department of Parks and Recreation require the Applicant's Governing Body to certify by resolution the approval of the application to apply for Off-Highway Motor Vehicle Grant; funds; and

WHEREAS, this project appears on, or is in conformance with this jurisdiction's adopted general or master plan and is compatible with the land use plans of those jurisdictions immediately surrounding the project;

NOW, THEREFORE, BE IT RESOLVED that the _____ hereby:
(Applicant's Governing Body)

1. Approves the filing of an application(s) for an Off-Highway Vehicle Grant or Cooperative Agreement; and
2. Certifies that this agency understands its legal obligations to the State upon approval of the grant; and
3. Certifies that this agency understands the California Public Resources Code requirement that acquisition and development projects be maintained to specific conservation standards; and
4. Certifies that the project will be well-maintained during its useful life; and
5. Certifies that this agency will implement the project with diligence once funds are available and the Applicant has reviewed, understands, and agrees with the Project Agreement; and
6. Certifies that this agency will provide the required matching funds (as applicable); and
7. Certifies that the public and adjacent property owners have been notified of this project (as applicable); and
8. Appoints the (designated position) _____ as agent to conduct all negotiations, execute and submit all documents including, but not limited to applications, agreements, amendments, payment requests and so on, which may be necessary for completion of the project.

Approved and Adopted on the _____ day of _____, 20 _____. I, the undersigned, hereby certify that the foregoing Resolution was duly adopted by _____ following a roll call vote: (Applicant's Governing Body)

Ayes:

Noes:

Absent:

(Clerk)

PAYMENT REQUEST
OHV Grant/Cooperative Agreement Program
State of California – The Resources Agency

Complete the following with the information from your Project Agreement (do not combine 2 or more projects on 1 request).

NUMBER: _____ **CONTRACT No.:** _____ **PCA:** _____ **STATUTES:** _____

TITLE: _____ **VENDOR ID:** _____

APPLICANT: _____

GRANT/ COOPERATIVE AGREEMENT AMOUNT: \$ _____

1. Payment Request Number: _____ **FINAL** ☐ (Check if **FINAL**)

2. Invoice Number/Bill for Collection Number: _____

3. Request Type (Check one) ☐ Reimbursement ☐ Advance (a project action plan must be attached).

Grant Type (Check one):

<input type="checkbox"/> Acquisition	<input type="checkbox"/> Conservation	<input type="checkbox"/> Development	<input type="checkbox"/> Equipment	<input type="checkbox"/> FO&M	<input type="checkbox"/> Law Enforcement
<input type="checkbox"/> OHV Safety/Ed.	<input type="checkbox"/> Planning	<input type="checkbox"/> Restoration	<input type="checkbox"/> Studies	<input type="checkbox"/> Trail Maintenance	

4. Total project expenditures to date (**reimbursement**) and/or planned expenditures (**advance**).

	Conservation	Restoration	Enforcement	Admin	Facilities	Other
Personnel	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Contract Services	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Equipment	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
Other	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
TOTAL	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

5. Payment Request Information: **(1) Con., Rest, & Enf.** **(2) Admin, Facility & Other**

- a. Total Grant Amount _____
- b. Grant Funds Received to Date _____
- c. Current Amount Available(5a-5b) _____
- d. **AMOUNT OF THIS REQUEST (1)** _____ **(2)** _____
- e. Remaining Grant Funds (5c-5d) _____

Total of this Request (5d (1 & 2))

\$

6. Make Warrant Payable to: _____
Street/PO Box _____
City _____
State & Zip _____

7. **CERTIFICATION:** I certify that the above mentioned information is correct and that all funds received have or will be expended in accordance with the conditions set forth by the State and with the final payments I have included the required summary of costs.

GRANTEE: _____ **DATE:** _____
SIGNED (Authorized Representative)

8. **STATE APPROVAL:** _____ **DATE:** _____

9. **Return ONE completed and signed ORIGINAL of this form to:** California Department of Parks & Recreation
Off-Highway Motor Vehicle Recreation Division
Attention: OHV Grant Section
Post Office Box 942896
Sacramento, CA 94296-0001

DPR 364 Revised (3/2006)